

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-14-65999

HUD# 07-14-0556-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

ERIC HIMMELSBACH [OWNER]

137 Brighton Circle S.W.

Cedar Rapids, Iowa 52404-4747

COMPLAINANT

JESSE ALFORD

615 Northside Drive Apt. F3

Griffin, Georgia 30223-1406

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent discriminated against him by entering his unit and removing his personal belongings and wrongfully evicting him on the basis of race. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondent owns and manage the subject property, a three-unit rental property, located at 1036 11th Ave. Cedar Rapids, Iowa 52401-2524.

A complaint having been filed by Complainant against Respondent with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondent acknowledges that the Federal Fair Housing Act makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real

property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. § 3604(b).

Respondent also acknowledges that the Iowa Civil Rights Act makes it unlawful to discriminate against any person because of the person's race, color,

creed, sex, sexual orientation, gender identity, religion, national origin,

disability, or familial status of such person in the terms, conditions, or

privileges of the sale, rental, lease assignment, or sublease of any real property

or housing accommodation or any part, portion, or interest in the real property

or housing accommodation or in the provision of services or facilities in

connection with the real property or housing accommodation. Iowa Code §

216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

Disclosure

6. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

7. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Posters

1. Within thirty (30) days of the execution of this Settlement Agreement, Respondent agrees to place the federal Fair Housing Poster (English and Spanish) in each property management office and rental property, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf Respondent also agrees to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters.

Relief for Complainant

8. Respondent agrees to pay Complainant the sum of Two-Thousand Dollars (\$2,000.00), less no deductions. Respondent agrees to send the check to Complainant at a forwarding address provided by Complainant within seven (7) days of the Commission's receipt of agreements signed by Complainant and Respondent. Respondent also agrees to send a copy of the check to the Commission, to the attention of Don Grove, supervisor of housing investigations, within seven (7) days of the Commission's receipt of agreements signed by Complainant and Respondent.

9. Respondent agrees to work with Ashley Newcomb in arranging for the delivery or pick-up of Complainant's property that Respondent removed and retained. Respondent agrees such delivery or pick-up will occur within seven (7) days of Respondent and Complainant's execution of this agreement. Respondent also agrees to send a statement itemizing the items returned to Complainant via Ms. Newcomb to the Commission, to the attention of Don Grove, supervisor of housing investigations, within seven (7) days of Respondent's receipt of a Closing Letter from the Commission.

Eric Himmelsbach, RESPONDENT

Date

Jesse Alford, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Estimated Monetary Value to C: \$2,000 cash plus \$3,000 return of seized possessions. DG